

LABOR/MANAGEMENT AGREEMENT BETWEEN

THE ASSOCIATION OF CIVILIAN TECHNICIANS (ACT)

163RD AIR REFUELING WING

CALIFORNIA AIR NATIONAL GUARD

MARCH AIR FORCE BASE, CALIFORNIA

AND

THE ADJUTANT GENERAL, STATE MILITARY FORCES,

STATE OF CALIFORNIA

TABLE OF CONTENTS

ARTICLE	TITLE	
PAGE		
	Title Page	1
	Table of Contents	2
	Preamble	3
I	Recognition and Unit Designation	3
II	Provisions of Law and Regulations	3
III	Matters Appropriate for Negotiations	4
IV	Management Rights	4
V	Rights of the Employees	5
VI	Rights of the Union	6
VII	Employer-Union Relations	7
VIII	Union Representation	8
IX	Hours of Work	10
X	Compensatory Time	10
XI	Holidays	11
XII	Leave of Absence	12
XIII	Annual Leave	12
XIV	Sick Leave	13
XV	Reduction-In-Force	
15		
XVI	Equal Employment Opportunity	
15		
XVII	Position Descriptions	
15		
XVIII	Employee Development	
16		
XIX	Promotion Plan	
16		
XX	Facilities and Services	
17		
XXI	Employee Morale	
18		
XXII	Health and Safety	
20		

XXIII	Civic Responsibilities
21	
XXIV	Wage Surveys
21	
XXV	Training
21	
XXVI	Grievance and Arbitration Procedures
22	
XXVII	Dues Deductions
27	
XXVIII	Travel and TDY
28	
XXIX	Duration and Changes
28	
	Signature Page
29	

PREAMBLE

SECTION 1. This agreement is made by and between the Adjutant General, State of California, hereinafter referred to as the "Employer," and the National Association of Government Employees, Local R12-167, hereinafter referred to as the "Union," and collectively referred to as the "Parties." It is also agreed that hereafter any reference to "he" includes both masculine and feminine genders.

SECTION 2. Recognizing the benefits to be derived from a mutual interest in maintaining a strong California Air National Guard, the Parties hereto assume the responsibility for encouraging all Practices which promote efficient operations. In fulfilling this responsibility, the Parties do affirm that all efforts will be made to insure a full day's work on the part of all employees in the unit, to improve the quality of workmanship, to encourage the submission of constructive work improvement and cost reduction ideas, to vigorously promote accident prevention and exert concerted effort to strengthen good relations between management, the employees and the local community.

SECTION 3. The intent and purpose of this agreement is to promote and improve the effectiveness and efficiency of the California Air National Guard at March Air Force Base, California, and the well-being of the employees thereof within the meaning of Public Law 95-454, and the Civil Service Reform Act (CSRA) of 1978. The Parties hereto concur this purpose can best be accomplished by mutual interest and through the establishment of basic understanding relative to personnel

policies and practices and matters affecting working conditions of employees in the unit.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

ARTICLE I

RECOGNITION AND UNIT DESIGNATION

SECTION 1. It is agreed that the Employer hereby recognizes that the Union party to this agreement, is the exclusive bargaining agent under the provisions of Public Law 95-454, for all Technician of the Bargaining Unit, excluding managers, supervisors, guards, confidential employees in management trust, and persons engaged in personnel work in other than a clerical capacity.

ARTICLE II

PROVISIONS OF LAW AND REGULATIONS

SECTION 1. In the administration of all matters covered by the agreement, officials and employees are governed by existing or future laws and regulations of the Federal Government, the National Guard Bureau, and the Office of the Adjutant General (OTAG), State of California, including applicable policies set forth in the Federal Personnel Manual; by published agency and OTAG policies and regulations in existence at the time the agreement was approved; and by subsequently published agency policies and regulations required by law.

ARTICLE III

MATTERS APPROPRIATE FOR NEGOTIATIONS

SECTION 1. Matters appropriate for negotiations are the implementation of personnel policies, practices and matters, whether established by rules, regulations or otherwise, affecting working conditions, except matters relating to political activities, classification of positions; or to the extent such matters are specifically provided for by Federal Statute or reserved as management rights, as stated in Article 4.

SECTION 2. The Union will have twenty (20) calendar days from the receipt of a proposed personnel policy/practice initiative or change in an existing personnel policy/practice within which to submit a request to negotiate such initiative or change or the impact and implementation thereof under the CSRA. The Union will be deemed to have assented to such initiative or change if it has failed to submit such request within twenty (20) calendar days of notification by management officials.

SECTION 3. A request to negotiate under this Article will be in writing and state the nature of the request. The Parties will meet within fifteen (15) working days after receipt of a request to negotiate matters not covered by this agreement. Where immediate implementation of the change required to carry out their requirements of the employer, temporary instructions will be issued.

SECTION 4. Should a dispute between the Parties occur over the negotiability of a matter, the Union may request a determination be made by appropriate higher authority in accordance with the CSRA.

ARTICLE IV MANAGEMENT RIGHTS

SECTION 1. The Employer retains the responsibility and rights of management in accordance with applicable laws and regulations which include: to determine the mission, budget, organization, number of employees and internal security practices of the agency; and in accordance with applicable laws: (1) to hire, assign, direct, layoff and retain employees in the agency, or to suspend, remove, reduce in grade or pay, or take other disciplinary actions against such employees; to assign work, to make determinations with respect to contracting out, and to determine the personnel by which agency operations shall be conducted; with respect to filling positions, to make selections for appointments from: among properly ranked and certified candidates for promotions; or any other appropriate source; and to take whatever actions may be necessary to carryout the agency mission during emergencies (i.e., an unforeseen circumstance or combination of circumstances which call for immediate action in a situation which is not expected to be of a recurring nature). On request, management shall provide the Union, in writing, an explanation as to the nature of the emergency and the reasons thereto.

SECTION 2. Nothing in this section shall preclude the Employer and the Union from negotiating at the election of the Agency, on the numbers, types and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or the technology, methods and means of performing work; procedures which management officials of the agency will observe in exercising any authority under this section; or Appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.

SECTION 3. The Employer's right and authority to make rules and regulations are acknowledged. In making rules and

regulations relating to personnel policies, procedures, practices and matters pertaining to working conditions, the Employer shall assure the rights of the Union and the employees as contained in this agreement.

SECTION 4. It is understood and agreed that the Employer has all the rights, powers, functions, and authority which the Employer had prior to the signing of this agreement, including the rights listed in Section 1 of this Article, and are retained by the Employer except as specifically abridged by the expressed provisions of this Agreement.

ARTICLE V

RIGHTS OF THE EMPLOYEES

SECTION 1. An employee has the right, freely and without fear of penalty or reprisal, to join or refrain from joining the Union. An employee's rights or status will not be affected because of membership or non-membership in the Union. In the exercise of these rights, employees shall be free from any and all inter-ference, coercion, restraint and discrimination. Union member-ship shall not be encouraged or discouraged by a supervisor or management official.

SECTION 2. Except as otherwise expressly provided by statute, an employee's rights to assist a labor organization includes acting for a labor organization in the capacity of a representative and the right, in that capacity, to present the views of the labor organization to heads of agencies and other officials of the executive branch of the Government, the Congress, or other appropriate authorities. Such right does not extend to participation in the management of a labor organization, where such participation is an apparent conflict of interest, or otherwise be incompatible with law or with the official duties of the employee.

SECTION 3. Nothing in this Agreement shall require an employee to become or remain a member of the Union or to pay money to the Union except pursuant to a voluntary written authorization by a member of the Union for payment of dues through payroll deductions.

SECTION 4. Every employee has the right, regardless of Union membership, to bring matters of personal concern to the attention of appropriate officials in accordance with applicable laws, rules, regulations, or established policies. Every employee has the right to choose his or her own representative in a grievance or appellant action except as the right is restricted under the Article for the negotiated grievance procedure and a union representative has been given the opportunity to be present at the proceedings.

SECTION 5. Employees have the right to have both the Employer and the Union apply the provisions of this Agreement to all Bargaining Unit employees without discrimination.

SECTION 6. When an employee is being examined by the Employer in connection with an investigation, the Union shall be given the opportunity to be represented at the examination if: the employee reasonably believes that the examination may result in disciplinary action against the employee, and the employee requests representation.

ARTICLE VI

RIGHTS OF THE UNION

SECTION 1. The Union is entitled to act for and to negotiate agreement covering all Bargaining Unit employees.

SECTION 2. The Union shall be given the opportunity to be represented at formal discussions between management and employees concerning grievances, personnel policies and practices or other matters affecting general working conditions of employees in the unit.

SECTION 3. It is agreed that the Union shall be notified and, upon request, granted representation on any of the following committees of similar nature, if established by the ANG Unit and if the function of the committee does not directly interfere with management's reserved rights in 7106(A)(2)(a) and (b):

- a. Safety committee.
- b. Committees for blood donation, bond drives and charitable causes.
- c. Drug and alcohol abuse.
- d. Equal employment opportunity.
- e. Environmental Differential Pay (EDP) Committee.
- f. Environmental Protection Committee.

SECTION 4. An employee may handle his own grievance. However, the Union shall be given the opportunity to be present at discussions between management and employees concerning the formal grievances, and at the appropriate time, make the view of the organization known. This right to be present does not extend to informal discussions of personal problems between the employee and supervisory officials. However, if such discussions involve decisions on personnel policies or other matters which management is obligated to discuss or negotiate with an employee organization designated as exclusive representative, such decisions will not be made by management until this obligation is discharged, and such

decisions will not conflict with existing agreements with the Union.

SECTION 5. The Union has the right to present its views to the Employer on matters of concern, orally or in writing, and to have such views considered in the formulation, development, and implementation of civilian personnel policies and practices which are at the discretion of the Employer.

SECTION 6. The Employer agrees that there will be no restraint, interference, coercion or discrimination against Union representatives while performing their authorized duties under the CSRA or this agreement.

SECTION 7. It is agreed that whenever the Employer meets with any other labor organization to discuss matters over which the Union has interest, the appropriate officials of the Union shall be allowed to attend and to express the Union's position on such matters.

ARTICLE VII

EMPLOYER-UNION RELATIONS

SECTION 1. The Employer and the Union agree to meet on an on-call basis to discuss matters of mutual concern. Such meetings will normally be scheduled within five (5) working days after either party has so requested and provided an agenda. The number of personnel to attend will be limited to not more than four (4) members for the Union and four (4) members for Management. Such meetings will be held during working hours and in official duty status.

SECTION 2. Prior to filing an Unfair Labor Practice (ULP) Charge, the Parties will meet informally to attempt to resolve the matters. The meeting will be requested in writing by the charging party and such meetings may take place within fifteen (15) calendar days from the date requested.

SECTION 3. Upon request, the Union officer will be authorized a reasonable amount of official time to prepare for an Employer/Union meeting called by management under Section 1 of this Article. Management further agrees to give official time not to exceed twenty-four (24) hours in a calendar year, to prepare an agenda for a meeting called by the Union under Section 1 of this Article.

SECTION 4. Labor/Management Meeting: The Employer agrees that when they call a meeting to discuss topics of mutual interest, travel and per diem is authorized for one employee officer of the local if authorized in accordance with Volume II, Joint Travel Regulation (JTR).

ARTICLE VIII

UNION REPRESENTATION

SECTION 1. The Employer agrees to recognize duly designated officers and stewards of the Union. The Union agrees to designate no more than one (1) steward per fifty (50) employees in the Bargaining Unit. Management agrees to authorize reasonable official time for the officers and stewards to perform their representational duties. Alternates will be authorized reasonable official time when performing in the absence of one of the designated officers and stewards noted above. The Union shall designate stewards as equitably as possible throughout the work shifts and traditional work areas. Within the foregoing limits, the Union assumes responsibility for designating necessary stewards to carry out their proper representational functions.

SECTION 2. The Union shall maintain and submit to the Employer, in writing on a current basis, a complete list of all designated Union representatives, identifying the group of employees to be represented and areas each is authorized to represent, which shall normally be the areas to which they are assigned. Unless so designated by the Union in writing, no employee may be recognized as Union representative.

SECTION 3. The Employer agrees that reasonable amount of official time will be authorized to Union representatives while engaged in approved activities as outlined in this Article. Time spent on such activities will be kept within limits that will not seriously affect the productivity of the Union representative or employee. Also, this time will not be used for discussion of matters connected with the internal operation of the Union; the collection of dues; assessments; solicitation of membership; campaigning for elective office in the Union; distribution of literature; of dues deduction authorization cards; or in the solicitation of grievances or complaints.

SECTION 4. Union representatives, when desirous of leaving their work site to engage in approved Union activities during duty hours, shall first obtain the permission of their immediate supervisor and will concurrently inform that supervisor of their destination, general nature of the activities to be engaged in, and time of estimated return. Prior to entering a work area which is under the authority of another supervisor, the Union representative will permission from that to contact the employee. Supervisory permission in these instances will normally be granted insofar as the criteria of this Article has been met. Union representatives and the employees contacted will report to their supervisors upon their return to work.

SECTION 5. Activities in which employee-Union representatives may appropriately engage themselves in during duty hours without charge to leave or loss of pay include the following, unless otherwise expressly authorized by the terms of this agreement: Investigate, prepare and present employee grievances to management. Preparation and representation of unit employees informal disciplinary action proceedings. Attend formal meetings between management officials and employees. Participation in negotiations proceedings between Union and management. Reasonable preparation time will be allowed to prepare for negotiation renegotiations of current Labor/Management Agreements. Reasonable preparation time will be allowed to prepare a response to proposed changes in the implementation of personnel policies, practices and procedures affecting working conditions initiated by management. Participate in arbitration hearings in either a representational capacity or as a witness. Investigation of unfair labor practice allegations prior to filing charge. Consult with management officials within the Union representatives' area of responsibility over grievances, personnel policies and practices or matters affecting working conditions. Participation in Labor/Management committees at State level.

SECTION 6. It is mutually agreed that all officials of the Union and management will endeavor to informally settle differences at the lowest level of supervision practicable.

SECTION 7. With the concurrence of the Employer representatives of the Union's national organization, designated in writing as such, may visit the base at reasonable times for the purpose of attending meetings. The Employer's concurrence is subject to mission requirements and the Union informing the Employer representative five (5) working days in advance of:

- a. Name of visitor.
- b. Union position.
- c. General purpose of visit.
- d. Expected time of arrival and approximate duration of stay.
- e. Name of employees to be contacted. Such visits will be governed by security regulations.

SECTION 8. Nothing in this Article shall be interpreted as obligating the Union to undertake representation in the proceedings enumerated, except to the extent required by the letter of (CSRA) of 1978.

SECTION 9. The employer agrees to consider the geographic location of the unit employees when authorizing use of official time for the Union President and other designated officers in carrying out the responsibilities authorized by this agreement. This will not be used for conducting internal Union business. In the event of a dispute between the Union President and his immediate supervisor, over the amount of time required to carry out these responsibilities, the next higher level of Management will resolve the matter.

ARTICLE IX

HOURS OF WORK

SECTION 1. The regular scheduled workweek will consist of five eight-hour days. The regular hours for all employees shall not exceed eight (8) hours, forty (40) hours per week, and employees shall have two (2) consecutive days off.

SECTION 2. Other workweeks necessary to accomplish the assigned mission may be established by the Employer. Workweeks that include Saturday/Sunday will be assigned fairly among employees. The union will be expeditiously notified of any changes.

SECTION 3. When extreme weather conditions cause widespread delay in reporting for work, the Employer may grant administrative leave in accordance with current regulations.

SECTION 4. Except when the Employer determines that the operational requirements would be seriously handicapped in carrying out its functions or that costs would be substantially increased, it is agreed that work schedules shall be made known seven (7) calendar days in advance and shall remain in effect for at least two (2) pay periods. When changes are required, consideration will be given to technicians personal hardships.

SECTION 5. Parties agree to hold in abeyance the subject of flextime and compressed work schedules pending the results of current state test programs.

SECTION 6. Employees shall be ensured a minimum of 30 minutes of uninterrupted lunch period, except in case of unusual situations of the unit subject to work load requirements.

ARTICLE X

COMPENSATORY TIME

SECTION 1. The Parties agree that compensatory entitlements will be as authorized by current laws and regulations. An employee who works compensatory (COMP) time will be compensated with time off equal to the amount of compensatory time worked.

SECTION 2. Technicians will not be assigned to work COMP time as a reprisal or punishment.

SECTION 3. The Employer agrees to rotate opportunities to accrue compensatory time among the employees who are available at the time of need and have the technical skills to perform the assignment. The assignments will be scheduled fairly and equitably made considering the accomplishment of the duties using the minimum time possible. Management agrees to give seven (7) calendar days notice for scheduled COMP time. Volunteer personnel will normally be given first consideration in the assignment of compensatory time, based on skill requirements of the job to be performed. Management agrees to consider personal problems and transportation requirements of the affected employee(s). The Employer further agrees that the affected employee(s) will be allowed to use the Employer's telephone, without charge, to notify their family of the unscheduled compensatory time assignment. The Union acknowledges that unscheduled employee COMP time may be required in situations without prior notice. A record of compensatory time earned and used will be made available to the Union, if requested.

SECTION 4. It is agreed that when compensatory time follows a regular work shift and is expected to exceed three (3) hours or more, the technician will be provided the option for a meal break.

SECTION 5. Unscheduled COMP time performed by an employee on a day when work was not scheduled for the employee or for which the employee is required to return to their place of employment, is considered at least two (2) hours in duration for the purpose of COMP time, whether or not work is performed.

ARTICLE XI

HOLIDAYS

SECTION 1. Employees shall be entitled to holiday benefits consistent with applicable Federal law, regulations and Executive Orders.

SECTION 2. The Employer agrees to follow a liberal annual leave policy for all employees in the unit with regard to holidays not designated as Federal holidays subject to work load requirements.

SECTION 3. Holiday work will be assigned in a fair manner with first consideration given, whenever practicable, to volunteers from among qualified employees performing the work that must be continued on the holiday and second consideration being given to other qualified volunteers. However, it is

mutually agreed and understood that employees who volunteer to be available for holi-day work will not necessarily be guaranteed work on a holiday.

SECTION 4. When a technician works on a holiday that falls within their regularly scheduled workweek, they are entitled to Holiday Pay at an equal rate of pay for those hours of holiday work performed. When a holiday falls on Monday through Friday, technicians ordered to work during regular duty hours are not authorized to earn COMP time, but will be paid Holiday Pay, in addition to the regular pay they receive, for the holiday. Technicians will not normally be ordered to work on a holiday which falls within their regularly scheduled workweek. In those cases where it is imperative that technicians work on a holiday, a request must be received in SPMO prior to any holiday work being performed. This requirement can be satisfied by a verbal approval over the telephone when circumstances preclude receipt of a hard copy of the request.

SECTION 5. Technicians may be authorized to work and receive credit for compensatory time on holidays which fall outside the regularly scheduled workweek, and for work performed outside the regular work hours on weekday holidays.

ARTICLE XII

LEAVE OF ABSENCE

SECTION 1. At the discretion of the Employer, employees may be granted leaves of absence, without pay, in accordance with current laws and regulations. Requests for leaves of absence in excess of thirty (30) calendar days will be submitted by the employee to the Employer at least ten (10) workdays before the leave of absence is to commence. Requests for leave without pay (LWOP) over thirty (30) calendar days must be approved by the Support Personnel Management Officer (SPMO).

SECTION 2. An employee who has been granted an approved leave of absence will, upon its expiration, be returned to duties commensurate in grade and for which he is qualified, unless the employee has been reached for reduction-in-force (RIF) during his period of absence. The employee will be notified as soon as possible whenever his approved leave has been canceled. Written notification will be provided to the employee upon his request.

SECTION 3. An employee, on approved leave of absence with or without pay, shall accrue all rights and privileges in accordance with applicable laws and regulations. An employee should be aware that when in a (LWOP) situation, he must maintain his own payment for benefits.

ARTICLE XIII

ANNUAL LEAVE

SECTION 1. Management agrees that it is to their and the employee's benefit to schedule at least two (2) consecutive weeks annual leave during each calendar year, whenever operational requirements will allow.

SECTION 2. An employee's timely request to his supervisor for annual leave, will normally be granted unless the immediate supervisor determines that approval of the requested period is inconsistent with work requirements of the organization. The supervisor will approve or disapprove the request within five (5) working days of receipt of the request. If disapproved, the supervisor must state the reason on the SF-71 and initiate action to reschedule leave. Approval of annual leave for emergency reasons will be granted on an individual case basis. When two or more employees, from the same work unit or shop and position description, desire the same vacation period and mission requirements will not permit approval of all requests; the supervisor will consider the technicians service computation date and the most senior will be granted leave.

SECTION 3. The Supervisor agrees not to cancel previously approved leave except for reasons clearly essential mission accomplishment. Such cancellation will be in writing to the affected employee indicating the basis of the cancellation.

SECTION 4. An employee may cancel previously requested leave at any time, however, when such canceled leave was previously scheduled through the consideration of seniority, seniority need not be considered in rescheduling such leave.

SECTION 5. It is within the discretion of the Air Commander to grant annual leave to an employee in advance of its actual earning to the extent that leave will accrue to him during the current leave year.

SECTION 6. Annual leave may be taken in increments of less than one (1) hour.

ARTICLE XIV

SICK LEAVE

SECTION 1. Employees will request sick leave when they are incapacitated for duty by sickness, injury, pregnancy or securing examinations or treatment from physicians, surgeons, chiro-practors, dentists or opticians. All requests for sick leave must be approved by the employee's supervisor or his designee. Employees absent from work because of illness or injury must notify their supervisor within one (1) hour after the start of their shift. Should the employee be unable to

contact his supervisor, the employee will contact the next higher level of supervision. The supervisor will consider extenuating circumstances in determining if the employee has met the established time frame and supervisory notification process.

SECTION 2. Employees having advance knowledge of medical, dental or optical appointments will provide their supervisor with as much advance notice as possible. Further, they agree to make every reasonable effort to schedule such appointments at the beginning or end of their workday

SECTION 3. Absence in excess of three (3) working days may require a medical certificate or employee's signed statement be provided to the employee's supervisor. A medical certificate must contain the following:

(1) The date(s) the employee was incapacitated for duty and the estimated date of return to duty.

(2) The doctor's name, address and telephone number.

(3) Signature of the attending physician. An employee's signed statement certifying the period of illness may be accepted when it is unreasonable to require a medical certificate because of a shortage of physicians, remoteness of locality, or illness that does not require the services of a physician.

SECTION 4. Application for advanced sick leave must always be supported by a medical certificate.

SECTION 5. Employees who are incapacitated for duty because of serious illness or disability may be advanced sick leave not to exceed the guidelines established in the Technician Personnel Manual (TPM) provided:

(1) The employee does not have a current letter requiring the furnishing of a medical certificate for each absence claimed as sick leave as provided in Section 6.

(2) There is reasonable evidence, substantiated by a doctor's certificate, that the employee will be capable of returning to work and fulfilling the full scope of their duties. Advanced sick leave for maternity reasons will be made only in cases of serious complications. The advance sick leave granted to an employee's account may never exceed two hundred forty (240) hours at any time. Employees who have been donated leave by eligible employees will use all such leave prior to requesting advance sick leave. Employees should consider the use of annual leave prior to requesting advance sick leave.

SECTION 6. Notwithstanding the provisions for an employee's signed statement in Article XIV, Section 3, when a supervisor has reason to suspect that the employee may be abusing sick leave privileges, the employee shall be orally counseled by his super-visor. If the facts indicate abuse, the employee will be informed that an improvement is expected to be made. In such cases, the supervisor will furnish the employee advance written notice of the requirement that a medical certificate, completed only by the attending physician, will be required for each future absence for which sick leave is requested. Employees, when required to submit a medical certificate, will submit it within three (3) working days of return to duty. Failure to meet the three-working-day time frame above, the employee will be placed in an absent without leave (AWOL) status for the period of absence. The requirements for medical certificate will be reviewed at six (6) month intervals.

SECTION 7. Upon the recommendation in a doctor's certificate, an employee may be assigned temporary light duty provided such work is available in his unit. If light duty is not available, the employee will be informed of this in writing.

SECTION 8. The Parties agree that technicians on sick leave shall keep supervisors advised of their condition and of the planned date of return to work. Daily reports will be made unless:

- a. Precluded by the technician's condition; or
- b. Waived by the supervisor for a specific period; or
- c. A date of return to work has been established.

SECTION 9. Sick leave may be taken in increments of less than one (1) hour.

ARTICLE XV

REDUCTION-IN-FORCE

SECTION 1. The Employer agrees that all reduction-in-force (RIF) will be carried out in strict compliance with the appropriate annex of CAL NG Technician Personnel Manual, NGB TPR 300 (351).

SECTION 2. The Employer agrees to notify the Union, as early as practicable, of any planned reduction-in-force. At this time the Union may make its views and recommendations known. This notice will be prior to notification of affected employees when known.

SECTION 3. In the event of a reduction-in-force created by a manning document change, existing vacancies may be utilized to

the maximum extent feasible to place employees who would other-wise be separated.

SECTION 4. Unless a Union representative is already present, the Employer agrees to invite a representative of the Union to each group reduction-in-force briefing for the purpose of acquiring knowledge and understanding in general areas covering such matters.

SECTION 5. During periods of reduction-in-force, the Employer agrees to permit an employee to inspect retention registers that have a bearing on his case. The retention register on which employees are personally listed will be made available to authorized Union officers for inspection to aid in solving problems.

ARTICLE XVI

EQUAL EMPLOYMENT OPPORTUNITY

SECTION 1. The Parties agree to the principles of Equal Employ-ment Opportunity and their application, for all employees and further pledge to actively ensure that members of such groups in their units are not discriminated against because of race, sex, creed, color, age, religion, political affiliation, or national origin in any matters coming within the authority of responsi-bility of respective parties.

ARTICLE XVII

POSITION DESCRIPTIONS

SECTION 1. An employee may request his supervisor, in writing, to initiate action to insure that a request is forwarded through channels to the Support Personnel Management Office for a review of his duties and position description or pay grade for content, title and level when he believes that the duties and respon-sibilities of the position description are not in agreement with the duties assigned and performed.

SECTION 2. The employee may obtain information relative to classification appeals and the regulatory procedures to be followed from the Support Personnel Management Office. The Employer assures the employees of the right to appeal the correctness of the position classification without restraint, prejudice or reprisal.

ARTICLE XVIII

EMPLOYEE DEVELOPMENT

SECTION 1. The Employer agrees to maintain a training and devel-opment program, as necessary, to accomplish the mission of the Air National Guard in an efficient manner consistent with appli-cable regulations. It is recognized that

technology changes and new techniques, material and equipment are factors normally considered in implementing such programs necessary to meet the needs of the Employer.

SECTION 2. It is also recognized that each employee is responsible for applying the effort, time and initiative necessary to keep abreast of the changing technology of his occupation.

SECTION 3. The Employer agrees that full consideration will be given to an employee's qualification resulting from training, wherever obtained, when such qualifications are presented and are pertinent to the position applied for in accordance with applicable standards.

SECTION 4. The Employer agrees that upon proper presentation, all records of satisfactory completion of formal training will be entered in the employee performing folder.

ARTICLE XIX

PROMOTION PLAN

SECTION 1. The Employer agrees that promotions and job vacancies which are announced shall be effected in accordance with the provisions of the approved merit promotion plan for the California Air National Guard.

SECTION 2. The Employer agrees that a notice of all announced vacancies will be posted in each major building as soon as practicable after receipt on base and until the vacancy announcement is closed. A copy of all ANG vacancy announcements pertaining to the California Air National Guard will be provided, upon request, to the Union president or his designee.

SECTION 3. In the event of a grievance pertaining to a promotion action, the Union and/or employee involved will be allowed to review all records except those restricted by the Privacy Act and Federal Personnel Manual 332-10. Such records may be reviewed by the Union for use in processing a technician grievance provided the Support Personnel Management Office has taken appropriate steps to protect the privacy of the technician whose evaluation records are being reviewed.

SECTION 4. The Employer will promptly notify any applicant who has been identified as unqualified.

SECTION 5. During the annual performance review, and such other times as may be deemed appropriate by the immediate supervisor, he will counsel employees concerning strengths and weaknesses in job performance and provide guidance for improving work related skills and potential for promotion.

The Union agrees to support the Employer in encouraging the development of work-related skills by technicians of the unit.

SECTION 6. In the event the Employer details a technician to perform the duties of higher graded positions for ten (10) working days, the Employer will accomplish the action by a temporary promotion effective at the beginning of the pay period. If the total number of days performed in a temporary promotion status exceeds 120 days in the preceding 12 month period, details must be accomplished by competitive announcement.

ARTICLE XX

FACILITIES AND SERVICES

SECTION 1. The Employer agrees to make a space available on an existing bulletin board controlled by the 163rd TRG, not to exceed 24 inches by 24 inches, in each building where bargaining unit members are assigned. Maintenance of material posted will be the responsibility of the Union and will not be done during duty hours. Material or notices posted will be in accordance with existing applicable directives.

SECTION 2. The Employer will provide lockers and locker room space, if funds are available, for employees whose assignments involve working with oils, greases, fuels, or other contaminants that may cause work clothing to become filthy beyond reasonable expectations for wear between home and work.

SECTION 3. The Employer agrees to consider recommendations of the Union concerning adequacy of, or need of, space in work areas for use by employees to eat their lunch. The Union agrees that policing of the area provided will be the responsibility of its users.

SECTION 4. It is agreed that upon advance request by the Union, the Employer will provide space, if available, for Union meetings outside regular working hours. It is understood by the Parties that the Union will comply with all security rules applicable to the area and perform such housekeeping duties as necessary.

SECTION 5. The Employer agrees to provide a space suitably furnished (i.e., desk, chairs, table, file cabinet) for use by the Union officers and stewards during working hours for the purpose of preparing official labor-management material as covered by this agreement including preparation of grievances and appeals. All other occupancy shall be confined to non-duty hours and approved by management.

SECTION 6. Union officers and stewards shall be authorized use of existing Class "A" telephone communications, at no cost to the government, for the purpose of conducting labor-management business covered by this agreement which cannot effectively be handled by mail. Telephones shall not be used to conduct internal Union business and shall be subject to applicable rules and regulations regarding the use of communications systems. Union acknowledges the need to keep Union business to a minimum.

SECTION 7. The Employer agrees to prepare and distribute the Negotiated Labor/Management Agreement and subsequent changes in numbers sufficient for all employees. Upon request, additional copies will be provided to the local president.

SECTION 8. Should a formal orientation be conducted for new bargaining unit employees, the Union will be given an opportunity to attend. The union will be authorized a reasonable amount of official time to brief such employees. Management will normally furnish to the President, or his designee, on a monthly basis a list of new hires and positions.

SECTION 9. The Employer will, upon request, provide the Union with a list of employees in the unit, not to exceed one such list each calendar quarter.

SECTION 10. The Employer will provide the Union, upon request, reasonable extracts of applicable technician publications including changes, that are maintained by the Employer. A copy of the California Technician Personnel Manual and changes thereto will be provided. Technician/AGR administrative instructions (TAAI) will also be provided.

ARTICLE XXI

EMPLOYEE MORALE

SECTION 1. The Employer will make reasonable efforts to explore with an employee the source of any performance deficiency and suggest constructive ways to overcome such deficiency. Counseling of an employee is a private matter between the supervisor and the employee. During the counseling, the employee and the counseling supervisor shall be present. Counseling is a friendly, business-like exchange of information between the employee and his supervisor. It is guided by the supervisor. It has the specific purpose of improving the employee's conduct or knowledge of a subject related to his employment. However, in the event that the discussion turns into an investigation and the employee feels that disciplinary action is contemplated, he may request representation during the discussion.

SECTION 2. In all cases of proposed suspension, discharge, or other disciplinary action against any employee, the Employer will furnish the employee, upon request, with an extra copy of the proposal which he may give to a representative of the Union. In the event a non-employee representative enters a proceeding in behalf of an employee, he shall file a written statement of authorization with the Support Personnel Management Office.

SECTION 3. No technician covered by this agreement will be disciplined, admonished, reprimanded, suspended, demoted, or discharged except for just cause. Parties are in further agreement that whenever it is necessary to take disciplinary measures against an individual, the overriding consideration shall be that the action taken will promote efficiency of the service and that it must be influenced by impartial considerations.

SECTION 4. Inspections of employee lockers may be conducted in accordance with applicable Air Guard Regulations and installation directives. However, (local management will not open and inspect an employee's personal locker without the employee being present, except when the nature of the requirement to gain entry is required for immediate needs and the employee cannot be contacted.)

SECTION 5. The Employer will provide tools and equipment necessary for the technician to perform their assigned duties.

SECTION 6. It is agreed that employees may be allowed reasonable time before lunch and before the end of their work shifts for work area cleanup and to put tools away.

SECTION 7. Base parking lots will be utilized on a first-come, first-serve basis during normal working hours of the technician workforce. Management retains the right to reserve base parking lot use in accordance with base directives.

SECTION 8. An employee may, upon his request, examine so much of his official personnel folder (OPF) as is provided in the Federal Personnel Manual.

SECTION 9. Employee's will be furnished a copy of each personnel action or entry in accordance with the Technician Personnel Manual and the Federal Personnel Manual.

SECTION 10. All personnel actions will be made in accordance with applicable laws and regulations.

SECTION 11. The Employer agrees to authorize advance travel and pay in accordance with the provisions of Volume II, Joint Travel Regulations.

SECTION 12. Rest periods will be granted in accordance with the Technician Personnel Manual.

SECTION 13. The employer agrees to consider inclement weather conditions when making outdoor working assignments.

SECTION 14. Management will attempt to keep all employees informed of changes in retirement laws and benefits and to make retirement counseling available on an individual basis.

SECTION 15. Every effort will be made to handle material concerning alleged debts in a confidential manner. Valid debts are defined as those acknowledged by the employee or reduced to a judgment by a court of law.

ARTICLE XXII

HEALTH AND SAFETY

SECTION 1. The Employer will continue to make every reasonable effort to provide and maintain safe working conditions for technicians. The Union will cooperate to that end, and will encourage all technicians to work in a safe manner. It is further agreed that each employee has a primary responsibility for his own safety and an obligation to know and observe safety rules and practices as a measure of protection for himself and others. The supervisor and employee have a responsibility to insure that employees are using/wearing proper safety equipment. The Employer will welcome, at any time, suggestions which offer practical ways of improving safety conditions. In the event working conditions are considered unsafe, an employee shall immediately notify their first-level supervisor, who shall in turn, correct the deficiency or initiate a request for assistance or take appropriate actions as deemed necessary. If the supervisor is in doubt, he will immediately seek assistance and guidance from appropriate safety and technical personnel.

SECTION 2. The employer acknowledges an employee has the right to decline to carry out a task when the employee has a reasonable belief that "the task poses an imminent risk of death or serious bodily harm coupled with a reasonable belief that there is insufficient time to seek effective redress through normal hazard reporting to supervisors".

SECTION 3. The Employer agrees to make every effort to secure emergency medical aid and transportation for ill or injured employees.

SECTION 4. The Employer agrees to provide necessary authorized safety, clothing and equipment to employees performing duties requiring such equipment.

SECTION 5. The Employer agrees to make every reasonable effort to ensure there are traditional standards of heat, ventilation, lighting and sanitary facilities commensurate with the task being performed at the work site.

SECTION 6. Management agrees that the employee may not be required to perform consecutive work for longer duration, without rest, than specified in the Department of Defense (DOD) Directives.

SECTION 7. Management agrees to conduct classes in chemical hazard awareness and reporting. Training is to be conducted by the appropriate safety/environmental health personnel for those personnel working with chemicals.

SECTION 8. Management agrees to consider, in new or remodeled facilities, showers for male and female personnel funds become available.

ARTICLE XXIII

CIVIC RESPONSIBILITIES

SECTION 1. In the event an employee is summoned for jury duty or as a witness for the Government, they shall be paid at their appropriate rate for time required from their normal work schedule to perform such duties. Their status during the time of this service, and the repayment to the government of fees received will be in accordance with appropriate regulations.

SECTION 2. In those cases where time and travel permit and where no hardship results when a technician is excused or released by the court for any day or a substantial portion of a day, he will be expected to return to duty or be charged annual leave or leave without pay for the time excused. Normally, when two hours or less remain in the daily tour, the technician will not be expected to return to duty.

ARTICLE XXIV

WAGE SURVEYS

SECTION 1. The Employer agrees to advise the Union as soon as practicable after receiving notice of a wage survey that will affect the wages of employees in the unit. The Union agrees to provide the same information to the Employer if they should first become aware of such surveys.

ARTICLE XXV

TRAINING

SECTION 1. The Employer will, within budgetary constraints, continue its training programs where consistent with the needs of the activity. All employees shall have an equal

opportunity to participate in training consistent with the qualifications and work experience of the employee and within course requirements.

SECTION 2. Whenever a position is reclassified into a new job series, the Employee must meet the basic qualifications for that position in accordance with Technician Personnel Regulation 300 (335), Requirement 3. If the employee qualifies for the new job series, the Employer will make every reasonable effort to provide the employee necessary training in the new position.

SECTION 3. Employees reassigned because of a reduction-in-force (RIF) to positions in which they may not be fully qualified, may not be given an unsatisfactory annual Technician Performance Rating in that position until given an opportunity to secure training either on the job or through service school attendance.

SECTION 4. Administrative leave not exceeding sixteen (16) hours in a calendar year will be granted to each employee who is a representative of the Union, to enable them to attend training sessions in labor-management relations provided that such sessions are primarily designed to orient and brief such employee on such matters concerning basic statutes, regulations, policies, and negotiated agreements affecting working conditions and personnel policies, practices and procedures. The Union agrees that requests for such leave should normally be submitted at least one week in advance and will be referenced to an agenda or Union statement of the purpose outlined in this section.

ARTICLE XXVI

GRIEVANCE AND ARBITRATION PROCEDURES

SECTION 1. The Union and the Employer recognize the mutual benefits to be derived from constructive observance of the provisions of this agreement and agree to instruct their respective operating personnel in its intent and understanding.

SECTION 2. This article establishes the exclusive procedure available to the employees in the unit, for the Union and the Employer to resolve all grievances which fall within its scope. Grievances to be processed under this article shall apply to matters of concern or dissatisfaction regarding claimed viola-violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment, or this agreement. It does not apply to:

- a. A violation relating to political activities.
- b. Retirement, life insurance, or health insurance.

c. Non-selection for placement or promotion from a group of properly certified candidates.

d. A suspension or removal for national security.

e. Termination or separation of temporary or probationary employees.

f. Any examination, certification, or appointment.

g. Informal disciplinary action, letter of warning and proposed disciplinary action.

h. Classification of any position which does not result in the reduction in grade or pay of an employee.

i. Non-adoption of suggestions or disapproval of honorary or discretionary awards.

j. Equal Employment Opportunity (EEO) complaints.

k. A reduction in force action.

l. Adverse actions.

m. A salary retention decision.

SECTION 3. The provisions of Subsection 709(e) of Title 32 of the United States Code (USC) are expressly excluded from binding arbitration. The forgoing language reserves to The State Adju-tant General the final level of appeal in those items covered by Subsection 709(e) of Title 32, USC, as required by the statute.

SECTION 4. If the Parties do not agree that a matter is subject to this grievance procedure or to the arbitration procedure provided for in this article, the question of grievability or arbitrability may be submitted to arbitration.

SECTION 5. The following standards and principles will be adhered to by technicians and by the Employer and Union officials in presenting, pursuing, and processing grievances under this article:

a. Grievances may be initiated by technicians, either singly or jointly.

b. Technicians, Union representatives, witnesses and all other persons involved in the presentation of a grievance will be free from restraint, interference, coercion, discrimination or reprisal.

c. Technicians have the right to present grievances to the Employer and have them adjusted without representation of the exclusive representative up to and including Step 4, as long as the adjustment is consistent with the terms of this agreement and a Union representative has been given the opportunity to be present at the proceedings.

d. When a non-Union representative is desired by an aggrieved technician, the representative must be a person approved by the Union.

e. Technicians and Union representatives will not suffer loss of pay or charge to leave for the purpose of preparing and presenting the grievance at each of the steps in the procedure.

f. Technicians who are called as witnesses at any step will be in a duty status while serving in that capacity. Grievances will be processed during regular working hours to the maximum extent possible.

g. All grievance decisions will be made as promptly as possible at each level of consideration described herein, will be in writing at all levels and will include a statement of the basis for the decision. Unless mutual agreement is reached for extending time limits for responding to a grievance, management's failure to respond within the time limits set forth may be considered an unfavorable decision to the technician and appealed to the next step, except as may be limited by Paragraph j, below.

h. A grievance file will be maintained by the Employer for each case that goes beyond Step 1. The file will contain :

- (1) The written complaint;
- (2) The summary of transcript of discussion or proceedings at each step;
- (3) Finding(s) and recommendation(s) at each step;
- (4) Documentary evidence considered in resolving the grievance; and
- (5) The written decision rendered at each step.

i. A technician or his representative may terminate the grievance at any time prior to Step 5 by giving written notice to the Support Personnel Management Office. The Employer may terminate a grievance if the technician or the Union fails to comply with time limits/failure to attend scheduled meetings to discuss the grievance. Grievances thus terminated will not be reopened except at the discretion of the Employer.

j. Arbitration of a grievance under the negotiated grievance procedure may be invoked only by the Employer or the Union and does not require the consent of the technician(s) involved.

k. Grievances by the Union will be submitted in writing to the Employer, grievances by the Employer will be submitted,

in writing, to the President of NAGE Local R12-167. The moving party may request a meeting to discuss the grievance. The meeting will be held within ten (10) working days from receipt of the request for such a meeting. The moving party will receive written decision from the other party within ten (10) working days of the meeting or fifteen (15) working days from receipt of the grievance if no meeting was requested. If the moving party is not satisfied with the decision, it may invoke arbitration.

SECTION 6. It is mutually agreed that all officials of the Union and the Employer will endeavor to informally settle differences at the lowest level of supervision practicable.

SECTION 7. Grievances will be processed in accordance with the following steps:

Step 1. A grievance, to be pursued under this negotiated procedure, must be presented to a technician's immediate super-visor or to the lowest level of supervision having authority to grant the decision being requested. The grievance must be in writing and will contain as a minimum:

(1) The grievant's name, duty assignment, work and home telephone numbers, if any;

(2) The specific nature of the grievance including a reference to the article and section allegedly violated and the interpretation or application believed to be appropriate;

(3) The corrective action desired;

(4) The name, address, and telephone number of the Union representative, if one is desired, that will represent the technician. The grievance must be in writing and must be pre-presented by the technician within fifteen (15) calendar days after receipt of the notice of the action, or occurrence of the incident alleged to be in violation as described in Section 2 of this Article. In unusual circumstances and when conditions warrant, time limits for presentation of an appeal may be waived at the option of the Employer. The supervisor involved will discuss the matter with the technician and anyone else considered by the supervisor to have information pertinent to their solution. The supervisor will advise the aggrieved technician or the Union representative who presented the grievance of his decision within five (5) working days from the date the grievance was first presented.

Step 2.

a. If the party submitting the grievance is not satisfied with the decision at Step 1, the grievance may be

presented to the second line supervisor within five (5) working days of receipt of the Step 1 decision.

b. Within five (5) working days of receipt of the written grievance, the second line supervisor will meet with the aggrieved technician, his Union representative, and others as deemed appropriate by the management official to discuss the grievance. A decision will be furnished the technician and his designated representative within five (5) working days from the date of the discussion.

Step 3.

a. If the technician is still dissatisfied after receiving the decision at Step 2, the technician may make written request for further review of the grievance by the Air Commander. The request for further consideration must be submitted within five (5) working days after receipt of the Step 2 decision and contain reasons for believing that the Step 2 decision is not satisfactory. Within ten (10) working days of receipt of the request for further review, management will review the grievance file and any evidence not previously considered in an effort to resolve the grievance. He will render a decision within five (5) working days after his review. If the technician is dissatisfied with the decision rendered at this step; the technician may, within fifteen (15) calendar days, process the grievance to Step 4, or request the Union process the grievance at Step 5.

Step 4.

a. If the grievance cannot be resolved at Step 3, the grievant may make a request in writing to the Employer, Attention: CASP-LR, to meet with the principle representative(s) of the State who have authority to resolve the matter. The Support Personnel Management Office will, within ten (10) working days, establish a mutually agreed upon date for this meeting. Within ten (10) working days after the meeting, if the matter is not satisfactorily resolved, the disagreement will be submitted to the Deputy Adjutant General-Air. The Deputy Adjutant General-Air will, within fifteen (15) calendar days inquire into the matter and issue his decision within twenty (20) calendar days after completion of the inquiry, and a copy of his decision will be provided to the Adjutant General.

Step 5.

a. If the grievance cannot be resolved at Step 3 or Step 4, the Union may make a request in writing to the Employer, Attention: CASP-LR, that the grievance be submitted to impartial arbitration. This request must be

submitted by the Union within fifteen (15) calendar days after receipt of the Step 3 or Step 4 decision.

b. Within ten (10) working days after notification by either party that the services of an arbitrator are desired, and if the parties cannot agree upon a person to serve as arbitrator; the Employer and the Union will jointly request, in writing, the Federal Mediation and Conciliation Service to submit a list of five (5) impartial persons qualified to act as arbitrator. Within ten (10) working days of receipt of the list, representatives of the Union and the Employer shall meet and attempt to agree upon an impartial arbitrator selected from the list submitted. Failing to agree, each party shall strike one (1) name in turn from the list, the name remaining after each has struck two (2) shall be the nominee.

c. The fee and expense of the arbitrator shall be borne equally by both Parties. Travel and per diem will be paid at not more than the maximum rate payable to DoD technicians under Volume II of the Joint Travel Regulation (JTR). The cost of a shorthand reporter or reporters, if requested by the arbitrator, shall be paid equally by both Parties. The arbitration hearing shall be held during normal working hours. The order of proceedings will be as determined by the arbitrator.

d. The arbitrator will be requested by the Parties to render his decision as quickly as possible, but in any event no later than thirty (30) calendar days after the conclusion of the hearing unless both Parties otherwise agree. Copies of the decision will be furnished to the Employer, technician, and the Union.

e. The arbitrator's decision will be binding on the Parties. Exceptions to the arbitrator's awards will be filed with the FLRA.

f. Scope of Authority. The arbitrator is empowered to rule on the interpretation and application of this agreement and on the application of pertinent laws and regulations of appropriate authority. The arbitrator shall have no power to add to, subtract from, disregard or modify any of the terms of this agreement and the award must be fully consistent with all pertinent laws, Executive Orders and Regulations of higher authority.

ARTICLE XXVII

DUES DEDUCTIONS

SECTION 1. The Union recognizes its responsibility to procure the allotment forms (SF-1187) and distribute them to its members.

SECTION 2. The Parties agree that applications for allotments may be submitted to the Base Comptroller, at any time. Allotments will become effective the first pay period after the allotment form, properly completed, signed and certified, has been received at the payroll office. The allotment may not be revoked for a period of one (1) year.

SECTION 3. The Parties agree that an allotment will be terminated whenever one of the following conditions exists:

- a. When the employee leaves the unit as a result of any type of separation, transfer, or other personnel action.

- b. Loss of exclusive recognition by the Union.

- c. When the employee has been suspended or expelled from the Union.

- d. When the dues withholding agreement is suspended or terminated by an appropriate authority outside the DOD.

SECTION 4. The Union will notify the 163 TRG Comptroller, in writing, when a member who has authorized dues withholding is suspended or expelled from the Union. Such notification will be made in writing and within three (3) days of the suspension or expulsion.

SECTION 5. Employees may revoke their voluntary authorization for allotment of Union dues by completing Standard Form 1188 and submitting it to the Civilian Pay Office, by March 1st annually. The revocation will become effective the first pay period following March 1st. The local president will be furnished a copy of SF-1188.

SECTION 6. The Employer agrees to furnish the Union a listing of names and amounts withheld after each payroll period. This listing will be annotated to indicate revocation of allotments by employees. This listing and check will be forwarded to the Comptroller, National Association of Government Employees, 285 Dorchester Avenue, Boston, Massachusetts 02127. A copy of this list will also be sent to local R12-167.

SECTION 7. The Union agrees to educate its members on the program for allotments for payment of dues and the uses and availability of the required forms.

SECTION 8. Dues withholding arrangements as set forth in this Article will continue if this agreement is not re-negotiated

by its termination date because of impasse, third party proceedings involving a negotiability dispute, or unit representation.

ARTICLE XXVIII

TRAVEL AND TDY

SECTION 1. When a technician must travel to perform assigned tasks, the employee may request advanced funds. Advanced per diem will be drawn at home station when possible. If not, ample time will be granted to individuals to request advanced per diem at TDY station. In the event TDY station is not a paying station, every reasonable effort will be made to get advanced per diem to the individuals.

SECTION 2. The use of Government quarters during TDY assignments to military posts, camps, stations or depots owned and operated by the United States (installation) may be required under certain conditions in accordance with Joint Travel Regulation (JTR), use of Government quarters by unit employees may be mandatory; however, non-utilization of "available", "adequate" Government quarters can result in forfeiture of the quarters portion of the per diem allowance.

SECTION 3. An employee selected for TDY may request that he be excused under unusual circumstances. In case of denial of such request; the reasons therefore will be explained, in writing, to the employee, if requested.

SECTION 4. Traveling TDY in Technician status will be in accordance with JTR.

ARTICLE XXIX

DURATION AND CHANGES

SECTION 1. This agreement shall remain in full force and effect for three (3) years from the date of approval of the Department of Defense (DoD).

SECTION 2. This agreement may be opened for amendment(s) only by mutual consent of the Parties. Any request for amendment or amendments shall be in writing and must be accompanied by a summary of the amendment(s) proposed and the reasons therefore. Negotiations of any amendment(s) will normally begin within twenty (20) calendar days after mutual consent to reopen.

SECTION 3. The termination of the agreement shall not itself serve to terminate the exclusive recognition of the Union as long as the Union shall continue to be eligible for such recognition under the applicable regulations.

SECTION 4. Discussions to develop arrangements for a new agree-ment will normally take place approximately (60) calendar days prior to termination of this Agreement with actual negotiations to begin approximately (30) calendar days prior to such termi-nation.

SECTION 5. If neither party serves a notice to re-negotiate this Agreement by its expiration date, the Agreement shall auto-matically be renewed for additional periods of one (1) year.

SECTION 6. "Wherever language in this Agreement refers to speci-fic duties or responsibilities of specific employees or manage-ment officials, it is intended only to provide a guide as to how a situation may be handled. It is agreed that the Employer retains the sole discretion to assign work and to determine who will perform the function discussed."

SIGNATURE PAGE

IN WITNESS THEREOF, the Parties hereto have entered into this agreement on the day of.

FOR THE UNION

FOR THE EMPLOYER

FRED CADENA JR
Chief Negotiator

LTC EARNEST C. SMITH
Chief Negotiator

Keith R. Morrow, Jr.
Team Member

Col Eleanor Bailey
Team Member

Joe Hite
Team Member

LTC Jacob Leisle
Team Member

Name
Team Member

CMSgt Karl Edwards
Team Member

CMSgt Bruce Hanke
Team Member